

**AN ORDINANCE
BY**

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE AGREEMENT WITH BROADWING TELECOMMUNICATIONS SERVICES, INC., TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT AND WAIVING CERTAIN PROVISIONS OF THE ROW FOR THIS INSTANCE ONLY; AND FOR OTHER PURPOSES

WHEREAS, BROADWING TELECOMMUNICATIONS SERVICES, INC., desires to provide telecommunications services on, under over and through the public right-of-way of the City; and

WHEREAS, BROADWING TELECOMMUNICATIONS SERVICES, INC., has negotiated a franchise agreement with the City, which provides such access and preserves the rights of the City.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1: That the Mayor be and is hereby authorized to execute a franchise agreement with BROADWING TELECOMMUNICATIONS SERVICES, INC. for use of the public right-of-way for telecommunications purposes.

SECITON 2: That such franchise agreement shall expire and terminate on April 1, 2006. -

SECTION 3: BROADWING TELECOMMUNICATIONS SERVICES, INC., shall pay the City at a rate of eight (\$8.00) dollars per linear foot for the use of the Right-of-Way within the Peachtree Corridor, and Two (\$2.00) dollars per linear foot for the use of Right-of-Way outside the Peachtree Corridor. The Grantee's obligation to pay the Franchise Fee shall commence on the Effective Date and continue throughout the Term; fees shall be paid on a quarterly basis for the preceding quarter, and shall be due on April 15, July 15, October 15, and the 15th day of January of each year throughout the Term. In the quarter, the Franchise Fee shall be prorated relative to the number of days in the quarter that the Franchise is in effect. On or before each quarterly payment date, Grantee shall provide a certificate, signed and attested to by the appropriate corporate officers or authorized corporate representatives, which verifies Grantee's Gross Revenues for the prior quarter.

SECTION 4: That the City Attorney shall prepare a franchise agreement containing all of the foregoing terms, which shall be approved by the City Attorney as to form.

SECTION 5: That said franchise agreement shall not be binding on the City until executed by the Mayor sealed by the Municipal Clerk and delivered to BROADWING TELECOMMUNICATIONS SERVICES, INC.

SECTION 6: That the City hereby modifies, waives or amends for this instance only, the following provisions of Chapter 138: 138-134 (a)(1) —Term of the franchise; 133-127 (7)-Audit; 138-134 (12)-Transfer provisions.